

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NORTH SLOPE BOROUGH, UKPEAGVIK INUPIAT CORPORATION, THE INUPIAT COMMUNITY OF THE ARCTIC SLOPE AND THE NATIVE VILLAGE OF BARROW

Barrow, Alaska

AND

DEPARTMENT OF THE INTERIOR THE U.S. FISH & WILDLIFE SERVICE

Alaska Region

This Memorandum of Understanding ("MOU") between the North Slope Borough ("Borough") the Ukpeagvik Inupiat Corporation ("UIC"), the Native Village of Barrow ("NVB"), the Inupiat Community of the Arctic Slope ("ICAS") and the U.S. Fish & Wildlife Service ("Service") (collectively, "the Parties") sets forth the Parties' agreement to open the 2009 Migratory Bird Subsistence Harvest on the North Slope and to conserve Steller's eiders and other migratory birds.

I. Parties

A. Borough. The Borough is a home rule borough incorporated in the State of Alaska. The Borough's Department of Wildlife Management cooperates with government and non-government entities to conduct scientific studies, develop and implement wildlife management programs, and promote public awareness and involvement in wildlife management and subsistence use issues.

B. NVB. NVB is a federally recognized Tribe under the Indian Reorganization Act. The Native Village of Barrow Inupiat Traditional Government, acting through the Native Village of Barrow Tribal Council, has the authority to establish relationships and enter into contracts for the benefit and well being of the Tribe.

C. UIC. UIC is organized as a for-profit "Village Corporation," as the term is defined in Section 3(j) of the Alaska Native Claims Settlement Act ("ANCSA"). UIC holds and manages lands for and on behalf of NVB in accordance with ANCSA and the Memorandum of Agreement between UIC and NVB (attached and incorporated herein as Appendix B).

D. ICAS. ICAS is a federally recognized Tribe that represents, among other Tribes, the native villages of Barrow, Wainwright, Point Lay, and Point Hope. As a Regional Tribal Government, ICAS is responsible for protecting the interests of its members and their self-governance rights.

E. Service. Under the authority of the Migratory Bird Treaty Act, Section 709a, the government is authorized to enter into cooperative agreements “to carry out the provisions of said conventions and this Act and regulations made pursuant thereto” and; furthermore; the provisions of the Treaty’s Letter of Submittal states: “As noted in Article II(4X2XbXii) of the Protocol, management bodies will be created to assure an effective and meaningful role for indigenous inhabitants in the conservation of migratory birds. These management bodies will include Native, Federal, and State of Alaska representatives as equals, and will develop recommendations for among other things, seasons and bag limits; law enforcement policies; populations and harvest monitoring; education programs, research and use of traditional knowledge; and habitat protection.”

II. Purpose

A. Conservation and Management of Species. Parties share a mutual concern for migratory birds, their eggs and their habitat. Parties recognize the need to coordinate resource planning and implementation to ensure the survival of threatened or endangered species that inhabit the North Slope, especially Steller’s Eiders.

B. Preservation of Customary Hunt. Communities on the North Slope, represented in this MOU by the Borough, NVB, ICAS, and UIC, have participated in the migratory bird harvest for thousands of years. The hunt is an integral part of the Inupiat culture and nutritional diet. Parties desire that the traditional and customary subsistence hunt continue.

C. Reduction/Elimination of the Take of Steller’s Eiders. Most of the listed population of Steller’s eiders spends a portion of the spring and summer on the North Slope, mainly in and around the City of Barrow. Parties seek to reduce the take of the Steller’s eider, and to assist in the recovery of Steller’s eiders.

III. Outreach Actions

A. Migratory Bird Task Force. There is a Migratory Bird Task Force (“Task Force”) comprised of representatives from the Borough, ICAS, UIC, and NVB. The Task Force shall work with the Service to take immediate and long-term actions to enhance a culture of conservation, to inform residents about the biology and status of Steller’s eiders and other migratory birds, to work with hunters to better distinguish among different species of migratory birds, and to enhance understanding of traditional hunting practices, the hunting regulations and consequences of violating them. Outreach actions may include but are not limited to the production of an educational video, FM/AM and VHF radio public service announcements, fliers, road signs articles in the Arctic Sounder, school presentations, and meetings with hunters,

elders, school children, village corporations, mayors, whaling captains, and the Barrow Rescue Base. Specific actions and products are detailed in the following points:

1. **School Program.** The Task Force and Service shall provide educational presentations to North Slope Borough School District students about Steller's Eiders and the importance of conserving these and other migratory birds. The presentations will include hands-on training in the anatomy of birds led by scientific staff along with knowledgeable hunters who will promote responsible hunting practices through increased knowledge of subsistence species and acceptable hunting practices. The Task Force and the Service shall cooperate to conduct an "Eider Journey" program with high school students.

2. **Awareness Materials.** The Task Force and the Service shall develop posters and fliers depicting Steller's and Spectacled eiders to ensure that hunters can identify and avoid these birds. The Task Force and the Service will distribute fliers to all post office boxes in Barrow, Wainwright, Point Lay, and Point Hope. The Service will produce other materials (i.e., shirts, hats) to raise awareness.

3. **Public Meetings.** The Task Force shall assist the Service in setting up local meetings in affected areas, to the extent determined to be feasible and reasonable by the Parties, to address hunter concerns and update the public on progress of the eider conservation program.

4. **July 4th.** The Task Force shall assist the Service in setting up an eider information booth at the July 4th celebration.

B. **Service Funding.** The Service will fund tangible products used in outreach, including the costs of producing and distributing the educational video and other publications.

C. **Service Outreach Office/Personnel.** The Service shall actively pursue the establishment of an office on the North Slope. The office shall be staffed during the spring, summer, and fall hunting seasons. This person will be available to the public during reasonable hours in order to address questions and concerns about regulations as well as citations and penalties.

D. **Cultural Sensitivity Training.** Service employees and volunteers studying Steller's Eiders or working in law enforcement in the Barrow area will complete cultural orientation/sensitivity training.

IV. Law Enforcement Actions

A. **Lead Officer Communications.** When Service law enforcement (LE) officers are present in Barrow, while conducting LE activities covered by this MOU, there shall be a lead officer responsible for communicating with the Parties. This lead officer shall serve as a point of contact for information regarding regulations and enforcement activities. To the extent possible, the lead officer shall be an Alaska based officer. The lead officer shall be available to personally meet with, email, or call the Parties or their representatives as soon as possible after arriving in

Barrow, and then upon reasonable request. When LE officers are undertaking activities pursuant to this MOU in areas outside of Barrow, the lead officer will contact the Borough and ICAS by phone or email, be available to personally meet with or call the village mayor or president or their representative in the village LE is working in. Contact information is attached and incorporated herein as Appendix C.

B. Law Enforcement and Outreach. While conducting LE activities covered by this MOU, the Service will schedule law enforcement outreach activities, including public meetings and radio talk shows. LE's outreach goals include explaining the following: hunting regulations, anticipated LE activities, potential consequences of violating the regulations, and an overview of the Violation Notice procedures. The Service will coordinate with representatives from the Task Force to arrange for the radio shows and public meetings and translators if required.

C. Uniforms. While conducting LE activities covered by this MOU, LE officers will, to the maximum extent practicable, wear uniforms, uniform jackets or other identifying apparel with Service and law enforcement identifiers.

D. Identifiable Vehicles. While conducting LE activities covered by this MOU, LE officers will, to the maximum extent practical, patrol in vehicles with FWS markings.

E. Introductions. While conducting LE activities covered by this MOU, to the maximum extent practicable, LE officers will introduce themselves to hunters with whom they come into contact during their patrols. Upon approaching hunters, LE officers will, to the maximum extent practicable, display their badges. The Parties will openly encourage subsistence hunters to comply with officer instructions during contacts.

F. Recording Encounters. While conducting LE activities covered by this MOU, to the extent practicable, officers will record their interactions with hunters in the field through use of a video camera and/or tape/digital recorders.

G. Issuing Citations. When issuing a citation, an LE officers will provide the written explanation (in its English and Inupiaq versions) prepared by the Service and the Parties. The Task Force shall provide the Service with a list of translators that may be called upon in the event that a hunter desires an explanation in Inupiaq. Appendix C contains contact information for translators. The Service will cover the costs of translating.

V. Monitoring Actions

A. Population and Nest Monitoring. Monitoring of Steller's Eiders population numbers and nesting success shall occur with the Service taking the lead, recognizing the significance of traditional ecological knowledge, and keeping all Parties and affected communities informed about study results throughout the summer. The Parties will work together to gather traditional ecological knowledge from the affected villages and incorporate it into their analyses.

B. Harvest Monitoring. Service will take the lead in in-season harvest verification to verify that actions under the MOU are having the desired effect, and will seek involvement of Parties.

C. Predator and Other Mortality. Parties shall jointly monitor predator and other non-shooting sources of Steller's eider mortality and injury in 2009. If the Service funds predator control near Barrow, it shall, to the extent practical, include local residents in the control efforts. Parties will assist the Service in identifying persons able to participate in predator control.

D. Information Distribution. Parties shall coordinate the distribution of all information regarding Steller's eider presence and shooting and non-shooting mortality and injury during 2009 to the community, local and state governments, landowners, and the Service in a timely manner.

E. Evaluation of Research Impacts. The Service shall strive to evaluate and minimize the impacts of its own research and other federally funded research in the Barrow area on which the Service consults.

F. Access on UIC Land. While conducting monitoring activities covered by this MOU, Parties shall recognize and abide by all UIC Land Use Policies regarding access and permitting, including relevant provisions of the Memorandum of Agreement between UIC and NVB (attached and incorporated herein as Appendix B).

VI. Other Conservation and Management Actions

Parties agree to continue good faith discussions on issues that are pertinent to long-term conservation and management of migratory birds by the Parties on the North Slope. These issues are listed and incorporated herein as Appendix A.

VII. Other


A. Effective Dates. This MOU shall become effective for each Party on the date of signature. The representatives who shall serve as signatories for the Parties include the North Slope Borough Mayor, UIC President, Native Village of Barrow President, ICAS President, and the Alaska Regional Director of the U.S. Fish and Wildlife Service. While this MOU is for the 2009 migratory bird subsistence season, Parties agree to continue to discuss the items in Appendix A beyond the 2009 season.

B. Amendment. This MOU may be modified by written agreement of all Parties, and may include other organizations and entities.


C. Withdrawal. Any Party may withdraw from this MOU by providing notice in writing seven days in advance of the intended day of termination. All notices will be provided by certified or registered mail to the addresses shown under the signature lines below. Within the seven day period to the extent determined to be feasible and reasonable to the Parties. Parties will meet to discuss the reasons for the desire to withdraw.

D. Severability. If any provision of this MOU is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this MOU.

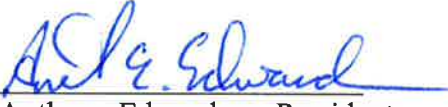
North Slope Borough,
Federally Recognized Co-Management Party

By 
Edward S. Itta, Mayor
P.O. Box 69
Barrow, AK 99723


U.S. Department of the Interior
Fish and Wildlife Service

By 
Geoffrey L. Haskett
Regional Director, Alaska Region
1011 E. Tudor Road
Anchorage, AK 99503


Ukpeagvik Inupiat Corporation

By 
Anthony Edwardson, President
P.O. Box 890
Barrow, AK 99723

Native Village of Barrow

By 
Thomas Olemaun, President
P.O. Box 1130
Barrow, AK 99723

Inupiat Community of the Arctic Slope

By 
Doreen Lampe, President
P.O. Box 934
Barrow, Alaska 99723

APPENDIX A: ITEMS FOR FURTHER DISCUSSION

Parties agree to continue good faith discussions on the issues listed below, which are pertinent to long-term conservation and management of migratory birds by the Parties on the North Slope. These items listed for discussion are not prescriptive; nor do they imply consent by the Parties for how each issue will be resolved.

1. Language defining the Parties' roles and relationships.
2. List of laws relevant to Parties' relationships.
3. Coordination between the Service and the Borough of any monitoring of hunters' catches for avian flu.
4. Mechanisms to extend the subsistence migratory bird harvest past August 31, when the sport hunt regulations go into effect; drafting of fall subsistence hunting regulations by the Service and the Borough, in conjunction with the Alaska Migratory Bird Co-Management Council, the Pacific Flyway Council, and the Service Regulation Committee, to promulgate such regulations. Mechanisms or regulations may include extending hunting hours and removing requirements for plugs on shotguns.
5. Consistency of the migratory bird hunt regulations with the purpose of the Migratory Bird Treaty amendments; consistency of said amendments with their goal of legalizing the subsistence hunt.
6. Mechanisms to implement a co-management commission with regulatory authority for waterfowl hunting, drawing from the experience of the YK delta goose management plan and the Alaska Eskimo Whaling Commission.
7. Program to empower local hunters to undertake predator control actions prior to or early in the migratory bird season, including consideration of the efficacy of fox trapping in the winter.
8. Ensuring that the actions of other federal agencies do not adversely impact migratory birds, in particular, writing a letter to other federal agencies and holding discussions with National Science Foundation.

APPENDIX B: MOU BETWEEN UIC AND NVB

APPENDIX C: CONTACT INFORMATION

(include North Slope contacts for LE, FWS contacts, and translators)

Doug Alcorn
USFWS
ARD-MBSP
1011 E. Tudor Rd
Anchorage, AK 99503
907/786-3545
doug_alcorn@fws.gov

Taqulik Hepa, Director
North Slope Borough
Department of Wildlife Management
Box 69
Barrow, AK 99723
907-852-0350
Taqulk.Hepa@north-slope.org

Harry Brower: Harry.Brower@north-slope.org
Robert Suydam: Robert.Suydam@north-slope.org
Mike Pederson: Mike.Pederson@north-slope.org



**MEMORANDUM OF AGREEMENT
BETWEEN
UKPEAGVIK INUPIAT CORPORATION
AND
NATIVE VILLAGE OF BARROW**

This Memorandum of Agreement ("MOA") is entered into effective August 29, 2008. This MOA is between the UKPEAGVIK INUPIAT CORPORATION ("UIC"), an Alaska Native Corporation formed pursuant to the provisions of the Alaska Native Claims Settlement Act ("ANCSA") and the NATIVE VILLAGE OF BARROW ("NVB"), a federally recognized tribal government for the Native Village of Barrow.

RECITALS

- A. UIC is organized as a "Village Corporation" as defined under section 3(j) of ANCSA as a for-profit corporation in part to hold and manage lands for and on behalf of the Native Village of Barrow in accordance with the terms of ANCSA.
 - B. NVB is a federally recognized tribal government organized to represent the "Native Village" of Barrow as defined in section (c) of ANCSA and as further identified by place name in section 11(b)(1) of ANCSA.
- UIC is the owner of approximately 220,000 acres of surface lands, gravel rights and other interests acquired under ANCSA and other federal law. Under the terms of section 907(d) of the Alaska National Interests Lands Conservation Act forms of involuntary loss so long as they are not "developed" as that term is defined in sections 907(d)(2) of ANILCA. A map of UIC lands is attached as EXHIBIT A.
- C. Many of the people living in the vicinity of Barrow are both shareholders of UIC and other ANCSA corporations and members of NVB.
 - D. UIC and NVB have a mutual interest in assuring that hunting and fishing are managed on UIC's lands for the mutual benefit of UIC, other ANCSA shareholders and NVB's members so long as most of them are the same people.
 - E. UIC has adopted certain hunting and fishing policies which are attached to this agreement as EXHIBIT B and incorporated here in by reference. The purpose of this agreement is

to describe the rights and responsibilities of UIC and NVB in the enforcement of UIC's hunting and fishing policies.

AGREEMENT

Based on the foregoing, UIC and NVB, by and through their respective officers and as authorized by their respective board and council, hereby agrees as follows.

1.) Jurisdiction. UIC hereby consents to the limited exercise of jurisdiction by NVB as a tribal government (and not as an agent of the UIC) for the purpose of implementing this agreement. Neither this consent nor any other provision of this MOA (nor actions pursuant to this MOA) shall be deemed to establish the jurisdiction of NVB over UIC lands for any purpose except the purposes of this agreement as limited by this agreement, both as to duration and subject matter. Likewise, nothing in this MOA is intended to or shall be construed to create or give rise to an agency relationship between UIC and NVB. UIC and NVB shall each be solely responsible for the acts and omissions of its own employees and agents. UIC shall indemnify and defend NVB for all claims, liabilities, and losses arising out of the acts or omissions of UIC's officers and employees, and NVB shall indemnify and defend UIC for all claims, liabilities, and losses arising out of the acts or omissions of NVB's officers and employees.

2.) Permits. Upon the effective date of this MOA, and until the termination of the MOA, UIC shall have the sole jurisdiction and authority to issue the following permits for hunting, fishing and trapping activities on UIC lands, pursuant to the attached policies:

- a. No permit for subsistence hunting, fishing or trapping shall be required for any ANCSA shareholder or any non-shareholder who is related in any degree to an ANCSA shareholder by blood, marriage or adoption.
- b. Personal Hunting and Fishing permits may be issues for other non-shareholders who have been permanent residents in the Arctic Slope region for at least five (5) years and have a traditional and customary use of fish and game.
- c. Trapping by other non-shareholders is prohibited.
- d. Professional hunting and fishing guides, who are fully licensed by the State of Alaska may be issued permits for use of UIC lands on a case by case basis if such use does not interfere with subsistence uses.

3.) Permit Fees. UIC may charge a \$150.00 for each hunting and fishing permit issued to non-shareholders pursuant to this agreement. Fees charged for permits issued to professional hunting and fishing guides shall be based on a percentage of 10% of the fee

the guide charges for each client determined and paid in advance. It is specifically agreed that all fees are to defray UIC's cost of administration and that UIC derives no financial benefit from such fees for use of UIC lands or otherwise.

4.) Disputes. Disputes arising out of the issuance or use of UIC permits shall be adjudicated and determined under the authority of UIC, unless NVB and UIC mutually agree to other means of determination.

5.) Other Permits and Activities. UIC, acting through its Real Estate Department, or its Board of Directors, shall be solely responsible for the issuance of any other permits or approvals for land uses not included on the attached hunting, fishing and trapping policies.

6.) Enforcement. During the term of this agreement, UIC and NVB shall retain sole authority for the enforcement for the permits issued pursuant to this MOA. UIC shall cooperate in such enforcement, and NVB shall advise the UIC Real Estate Department of any violations of the policies it observes in the course of NVB's activities under this MOA.

7.) Initial Term/Renewal. This MOA shall be in effect for a period of five (5) years commencing on its effective date and terminating effective midnight the same date of 2013. Either party may terminate this MOA, with or without cause, upon fifteen (15) days notice to the other party. On or before the termination of this MOA, both parties by mutual agreement may extend this MOA for such additional term as they deem desirable.

8.) Amendments. This MOA may be amended only by written agreement between the parties, executed by their respective officers and approved by their respective board and council.

9.) Notice. Notice shall be given in writing either by personal delivery, certified or registered mail delivered to UIC or NVB at the following addresses:

Ukpeagvik Inupiat Corporation
P.O. Box 890
Barrow, Alaska 99723

Native Village of Barrow
P.O. Box 1130
Barrow, Alaska 99723

All notices shall be deemed effective when received or when delivered by mail is actually received or refused.

Entire Agreement

This MOA is the entire agreement between the parties, notwithstanding by other prior written or oral communication or agreement between the parties and embodies the full agreements between the parties.

WHEREFORE, the parties have executed this MOA effective on the date first mentioned.

UKPEAGVIK INUPIAT CORPORATION

NATIVE VILLAGE OF BARROW

By: _____
Its: President

By: James Olman
Its: President

ATTEST:

ATTEST:

UIC Corporate Secretary

Doreen M. Aheak
NVB Council Secretary

DATE: _____

DATE: 09-26-08